

Michael J. Schroeder, P.C.
3610 North Josey Lane, Suite 206
Carrollton, Texas 75007
(972) 394-3086
FAX (972) 394-1263

IN THE UNITED STATES BANKRUPTCY COURT
FOR THE NORTHERN DISTRICT OF TEXAS
FORT WORTH DIVISION

In re: NUANCHAN JOHNSON,
a/k/a NUANCHAN J. JOHNSON

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Case No. 10-46360-dml7
Chapter 7

AURORA LOAN SERVICES, LLC
Movant,

vs.

NUANCHAN JOHNSON, Debtor,
and CAREY DALTON EBERT, Trustee,
Respondents.

AFFIDAVIT IN SUPPORT OF MOTION FOR RELIEF
FROM STAY OF ACT AGAINST PROPERTY

STATE OF Indiana §
COUNTY OF Marion §

On this day personally appeared the undersigned who, after first being duly sworn on
oath, stated the following:

"My name is Neva Hall. I am over the age of 18 years and am competent to
testify as to the matters set forth in this Affidavit.

"The facts contained in this Affidavit are based upon my personal knowledge and are true
and correct. I am employed by AURORA LOAN SERVICES, LLC as a Assistant Vice President
In the regular course of my job duties, I have access to the business records of Aurora Loan
Services LLC. I have reviewed the business records of Aurora with respect to the information
contained within this affidavit, and the facts set forth herein are based upon my personal

knowledge of the records reviewed.

"With respect to the bankruptcy case referred to above, the books and records of AURORA LOAN SERVICES, LLC indicate as follows:

"AURORA LOAN SERVICES, LLC is the holder of a claim in this case, which is evidenced by that certain Note ("Note") executed by NUANCHAN JOHNSON AND SCOTT JOHNSON dated MAY 12, 2006, in the original amount of \$1,244,600.00, and payable to the order of SIERRA PACIFIC MORTGAGE, INC., which is secured by a Deed of Trust ("Deed of Trust") covering certain real property located at 2401 W. DOVE ROAD, GRAPEVINE, TEXAS 76051 (the "property").

"As of November 2, 2010, the approximate payoff balance on the Note was \$1,553,763.24.

"In addition, the Debtor is in default under the terms of the Note and Deed of Trust in that she has failed to make the monthly payments as due from DECEMBER 1, 2008 through OCTOBER 1, 2010. The Debtor has missed Twenty-Four payments (24) (12/08 through 06-09 @ \$6725.84 each; 07/09 through 06/10 @ \$7072.79 each; 07/10 through 11/10 @ \$8520.64 each); late charges of \$661.65; and corporate advance of \$2,538.65. The total arrearage as of November 2, 2010 is \$177,757.86.

"AURORA LOAN SERVICES, LLC has been required to retain counsel to represent it and file and pursue its Motion in this Court and Movant has incurred and is incurring attorney's fees and expenses and other costs and expenses for which the Debtor is liable pursuant to the provisions of the Note and applicable law."

"FURTHER AFFIANT SAYETH NOT."

AURORA LOAN SERVICES, LLC

By: *[Signature]*

Name:

Neva Hall

Title:

Asst. Vice President

Before me, the undersigned, a Notary Public in and for the state referenced above, on this day appeared Neva Hall, personally known to me to be the person and officer whose name is subscribed to the foregoing instrument and acknowledged to me that the same was the act of the said AURORA LOAN SERVICES, LLC, a corporation, and that he/she executed the same as the act of such corporation for the purpose and consideration therein expressed, and in the capacity therein stated.

GIVEN UNDER MY HAND AND SEAL OF OFFICE THIS

4th

DAY OF

November

2010

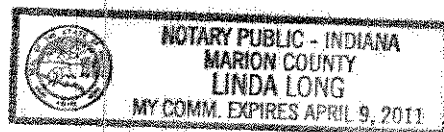
[Signature]
Printed Name: Linda Long

Notary Public in and for Marion County,
State of IN

My Commission Expires:

4/9/11

ALS-1943



AFFIDAVIT OF LOST NOTE

(photocopy of Note attached)

RFC Loan No.

STATE OF MINNESOTA

COUNTY OF HENNEPIN

On this 29th day of June 06, before me appeared Patrick Bailey, who being first duly sworn, does depose and say that

Residential Funding Corporation

was the holder of a certain NOTE dated May 12, 2006 in the amount of \$1,244,600.00 One Million Two Hundred Twenty Four and Six Hundred dollars made by Nuanchan Johnson and Scott Johnson to Sierra Pacific Mortgage Company, Inc. of California, a California Corporation.

and does further depose and say that said NOTE, a copy of which is attached as a true and correct photocopy of the front and back and any and all endorsements, has either been lost, misplaced, or destroyed and can not be produced.

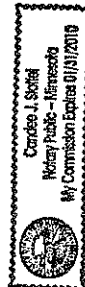
IN THE EVENT THE ORIGINAL NOTE IS HEREAFTER LOCATED, RESIDENTIAL FUNDING CORPORATION SHALL DELIVER IT TO THE APPROPRIATE CUSTODIAN.

Residential Funding Corporation

By: Patrick Bailey
Service Manager

Signed and Sealed on Behalf of said Corporation before a Notary Public, this 29th day of June, 2006

Carden J. Smith



ADJUSTABLE RATE NOTE

(MTA - Twelve Month Average Index - Payment Caps)

THIS NOTE CONTAINS PROVISIONS THAT WILL CHANGE THE INTEREST RATE THAT THE MONTHLY PAYMENT CAN INCREASE OR DECREASE. THE PRINCIPAL AMOUNT TO REPAY COULD BE GREATER THAN THE AMOUNT ORIGINALLY BORROWED, BUT NOT MORE THAN THE MAXIMUM LIMIT STATED IN THIS NOTE.

MAY 12, 2006
(Date)

GRAEVENNE
(City)

TEXAS
(State)

2401 DOWE ROAD, GRAEVENNE, TEXAS 76051
(Property Address)

1. BORROWER'S PROMISE TO PAY

In return for a loan that I have received, I promise to pay U.S. \$1,244,600.00 (this amount is called "Principal"), plus interest, to the order of Lender. The Principal amount may increase as provided under the terms of this Note but will never exceed 115 % of the Principal amount I originally borrowed. This is called the "Maximum Limit." Lender is SIERRA PACIFIC MORTGAGE COMPANY, INC.

I will make all payments under this Note in the form of cash, check or money order. I understand that Lender may transfer this Note to another lender or anyone who takes this Note by transfer and who is entitled to receive payments under this Note is called the "New Holder."

2. INTEREST

(A) Interest Rate
Interest will be charged on unpaid Principal until the full amount of Principal has been paid. I will pay interest at a yearly rate of 1.0000 %. The interest rate I will pay may change.

(B) Interest Rate Change Date
The interest rate I will pay may change on the 1st day of JULY, 2006, and on that day every month thereafter. Each time on which my interest rate could change is called an "Interest Rate Change Date." The new rate of interest will become effective on each Interest Rate Change Date. The interest rate may change monthly, but the monthly payment is recalculated in accordance with Section 3.

(C) Index
Beginning with the first Interest Rate Change Date, my adjustable interest rate will be based on an Index. The "Index" is the "Twelve-Month Average" of the annual yields on actively traded United States Treasury Securities adjusted to a constant maturity of 15 years. The Index is the Federal Reserve Statistical Release entitled "Selected Interest Rates" (R-15) (the "Monthly Yields"). The Index will be published by the Federal Reserve Bank of New York. The Index will be rounded to the nearest one-eighth of one percent (0.125%) and will be rounded up to the next one-eighth of one percent (0.125%) if the Index is exactly halfway between two one-eighths of one percent (0.125%). The most recent Index figure available as of the date 15 days before each Interest Rate Change Date is called the "Current Index."

If the Index is no longer available, the Note Holder will choose a new Index that is based upon comparable information. The Note Holder will give me notice of this choice.

(D) Calculation of Interest Rate Changes
Before each Interest Rate Change Date, the Note Holder will calculate my new interest rate by adding 2.9500 % to the Current Index. The Note Holder will then prorate the interest rate for the period between the last Interest Rate Change Date and the new Interest Rate Change Date. My interest rate will never be greater than 9.9500 % beginning with the first Interest Rate Change Date, my interest rate will never be lower than the Margin.

Notary Public - MTA Note - MTA Index
Page 1 of 5

FIRST LEND

Page 1 of 5

3. PAYMENTS

(A) Time and Place of Payments
I will make a payment every month on the 15th day of each month beginning on JUNE 01, 2006. I will make these payments every month until I have paid all the Principal and Interest and any other charges described below that I owe on this Note. Each monthly payment will be applied as to its scheduled due date and will be applied to interest before Principal. If, on JUNE 01, 2036, I still owe amounts under this Note, I will pay those amounts in full on that date, which is called the "Maturity Date."

I will make my monthly payments at 950 JENKINS ROAD, SUITE 240, FOLSOM, CA 95630 or at a different place if required by the Note Holder.

(B) Amount of My Initial Monthly Payments

Each of my initial monthly payments until the first Payment Change Date will be in the amount of U.S. \$4,003.13 unless adjusted under Section 3 (F).

(C) Payment Change Dates

My monthly payment may change as required by Section 3(D) below beginning on the 15th day of JUNE 2007, and then on every 12th month thereafter. Each of these dates is called a "Payment Change Date." My monthly payments may change at any time Section 3(F) or 3(G) below require me to pay a different monthly payment. The "Minimum Payment" is the minimum amount that the Note Holder will accept for my monthly payment which is determined at the last Payment Change Date or as provided in Section 3(F) or 3(G) below. If the Minimum Payment is not sufficient to cover the amount of the interest due then negative amortization will occur.

I will pay the amount of my new Minimum Payment each month beginning on each Payment Change Date or as provided in Section 3(F) or 3(G) below.

(D) Calculation of Monthly Payment Changes

At least 30 days before each Payment Change Date, the Note Holder will calculate the amount of the monthly payment that would be sufficient to repay the unpaid Principal that I am expected to owe at the Payment Change Date in full on the Maturity Date in substantially equal payments at the interest rate effective during the month preceding the Payment Change Date. The result of this calculation is called the "Full Payment." Unless Section 3(F) or 3(G) apply, the amount of my new monthly payment effective on a Payment Change Date, will not increase by more than

7.5000% of my prior monthly payment. Interest payment and does not apply to any escrow payments. Lender may require under the Security Instrument. The Note Holder will apply the Payment Cap by taking the amount of my Minimum Payment due this month preceding the Payment Change Date and multiplying it by the number 1.075. The result of this calculation is called the "Limited Payment." Unless Section 3(F) or 3(G) below require me to pay a different amount, my new Minimum Payment will be the lesser of the Limited Payment and the Full Payment. I also have the option to pay the Full Payment for my monthly payment.

(E) Additions to My Unpaid Principal

Section 3(A) of this Note provides that the payment amount changes less frequently than the interest rate, and since the monthly payment is subject to the payment limitation provided in Section 3 (D), my Minimum Payment could be less than or greater than the amount of the interest portion of the monthly payment. If the amount of my Minimum Payment is less than the amount of the interest portion of the monthly payment, the Note Holder will not accept the amount of my Minimum Payment as full payment. In such event, the Note Holder will add the difference between the amount of my Minimum Payment and the amount of the interest portion of the monthly payment to the amount of my unpaid Principal. For each month that my monthly payment is less than the interest portion, the Note Holder will subtract the amount of my monthly payment from the amount of the interest portion and will add the difference to my unpaid Principal, and interest will continue to accrue on this difference at the interest rate required by Section 2. For each month that the monthly payment is greater than the interest portion, the Note Holder will apply the payment as provided in Section 3 (A).

(F) Limit on My Unpaid Principal; Increased Monthly Payment

My unpaid Principal can never exceed the Maximum Limit equal to ONE HUNDRED PERCENT (100%) of the Principal amount I originally borrowed. My unpaid Principal could exceed that Maximum Limit due to Minimum Payments and interest rate increases. In that event, on the date that my monthly payment would cause me to exceed that limit, I will instead pay a new monthly payment. This means that my monthly payment may change more frequently than annually and such payment changes will not be limited by the 7.5000% Payment Cap. The new Minimum Payment will be in an amount that would be sufficient to repay my then unpaid Principal in full on the Maturity Date in substantially equal payments at the current interest rate.

(G) Required Full Payment

On the fifth Payment Change Date and on each succeeding fifth Payment Change Date thereafter, I will begin paying the Full Payment as my Minimum Payment until my monthly payment changes again. I also will begin paying the Full Payment as my Minimum Payment on the final Payment Change Date.

ESTHER LIZEN

Page 2 of 6



(H) Payment Options

After the first interest rate change date, Lender may provide me with up to three (3) additional payment options that are greater than the Minimum Payment, which are called "Payment Options." I may be given the following Payment Options:

(i) Interest Only Payment: the amount that would pay the interest portion of the monthly payment at the current interest rate. The Principal balance will not be decreased by this Payment Option and it is only available if the interest portion exceeds the Minimum Payment.

(ii) Fully Amortized Payment: the amount necessary to pay the loan off (Principal and Interest) at the Maturity Date in substantially equal payments.

(iii) 15 Year Amortized Payment: the amount necessary to pay the loan off (Principal and Interest) within a fifteen (15) year term from the first payment due date in substantially equal payments. This monthly payment amount is calculated on the assumption that the current rate will remain in effect for the entire 15 year term.

These Payment Options are only applicable if they are greater than the Minimum Payment.

4. NOTICE OF CHANGES

The Note Holder will deliver or mail to me a notice of any changes in the amount of my monthly payment before the effective date of any change. The notice will include information required by law to be given to me and also the title and telephone number of a person who will answer any question I may have regarding the notice.

5. BORROWER'S RIGHT TO PREPAY

I have the right to make payments of Principal at any time before they are due. A payment of Principal only is known as a "Prepayment." When I make a Prepayment, I will tell the Note Holder in writing that I am doing so. I may not designate a payment as a Prepayment if I have not made all the monthly payments due under this Note.

I may make a full Prepayment or partial Prepayments without paying any Prepayment charge. The Note Holder will use my Prepayments to reduce the amount of Principal that I owe under this Note. If I make a partial Prepayment, there will be no changes to the amount of my monthly payments. My partial Prepayment may reduce the amount of my monthly payments after the first Payment Change Date following my partial Prepayment. However, any reduction due to my partial Prepayment may be offset by an interest rate increase.

6. LOAN CHARGES

If a law, which applies to this loan and which sets maximum loan charges, is finally interpreted so that the interest or other loan charges collected or to be collected in connection with this loan exceed the amount of the interest and fees, then: (a) any such loan charge shall be reduced by the amount necessary to reduce the charges to the permitted limit; and (b) any fees already collected from me that exceeded permitted limits will be refunded to me. The Note Holder may choose to make this refund by crediting the Principal I owe under this Note or by making a direct payment to me. If a refund reduces Principal, the reduction will be treated as a partial Prepayment.

7. BORROWER'S FAILURE TO PAY AS REQUIRED

(A) Late Charges for Overdue Payments

If the Note Holder has not received the full amount of any monthly payment by the end of 15 calendar days after the date it is due, I will pay a late charge to the Note Holder. The amount of the charge will be 5.0000% of my overdue payment of Principal and Interest. I will pay this late charge promptly but only once on each late payment.

(B) Default

I do not pay the full amount of each monthly payment on the date it is due. I will be in default.

(C) Notice of Default

If I am in default, the Note Holder may send me a written notice telling me that if I do not pay the overdue amount by a certain date, the Note Holder will start to pay immediately the full amount of Principal that has not been paid and all the interest that I owe on that amount. The date must be at least 30 days after the date on which the notice is mailed to me or delivered by other means.

(D) No Waiver By Note Holder

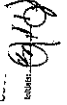
Even if, at a time when I am in default, the Note Holder does not require me to pay immediately in full as described above, the Note Holder will still have the right to do so as if I am in default at a later time.

(E) Payment of Note Holder's Costs and Expenses

If the Note Holder has required me to pay immediately in full as described above, the Note Holder will have the right to be paid back by me for all of its costs and expenses in enforcing this Note to the extent not prohibited by applicable law. These expenses include, for example, reasonable attorneys' fees.

ESTHER LIZEN

Page 3 of 6



JTF5121X (01/03)

8. GIVING OF NOTICES

Unless applicable law requires a different method, any notice that must be given to you under this Note will be given by delivering it or by mailing it by first class mail to me at the Property Address above or at a different address if I give the Note Holder a notice of my different address.

Unless the Note Holder requires a different method, any notice that must be given to the Note Holder under this Note will be given by delivering it or by mailing it by first class mail to the Note Holder at the address stated in Section 3(A) above or at a different address if I am given a notice of that different address.

9. OBLIGATIONS OF PERSONS UNDER THIS NOTE

If more than one person signs this Note, each person is fully and personally obligated to keep all the promises made in this Note, including the promise to pay the full amount owed. Any person who is a guarantor, surety or endorser of this Note is also obligated to do these things. Any person who takes over these obligations, including the obligations of a guarantor, surety or endorser of this Note, is also obligated to keep all the promises made in this Note. The Note Holder may enforce its rights under this Note against each person individually or against all of us together. This means that any one of us may be required to pay all the amounts owed under this Note.

10. WAIVERS

I and any other person who has obligations under this Note waive the rights of Presentment and Notice of Discharge. "Presentment" means the right to require the Note Holder to demand payment of amounts due. "Notice of Discharge" means the right to require the Note Holder to give notice to other persons that amounts they have not been paid.

11. SECURED NOTE

In addition to the protections given in the Note Holder under this Note, a Mortgage, Deed of Trust, or Security Deed (the "Security Instrument"), dated the same date as this Note, protects the Note Holder from risks that I might renege if I do not keep the promises that I make in this Note. That Security Instrument describes how and under what conditions I may be required to make immediate payment in full of all amounts I owe under this Note. Some of these conditions are described as follows.

Transfer of the Property or a Beneficial Interest in the Property. As used in this Section is: "Transfer of the Property" means any legal or beneficial interest in the Property, including, but not limited to, those beneficial interests transferred in a bond for deed, contract for deed, installment sales contract or escrow agreement, the intent of which is the transfer of title by Borrower at a future date to a purchaser.

If all or any part of the Property or any interest in the Property is sold or transferred (or if Borrower is not a natural person and a beneficial interest in Borrower is sold or transferred) without Lender's prior written consent, Lender may require immediate payment in full of all sums secured by this Security Instrument. However, this option shall not be exercised by Lender if such exercise is prohibited by Applicable Law. Lender also shall not exercise this option if: (a) Borrower has submitted to Lender information required by Lender to evaluate the intended transfers; or (b) Lender reasonably determines that Lender's security will not be impaired by the loan assumption and that the risk of a breach of any covenant or agreement in this Security Instrument is acceptable to Lender.

To the extent permitted by Applicable Law, Lender may change a reasonable fee as a condition to Lender's consent to the loan assumption. Lender may also require the transferee to sign an assumption agreement that is acceptable to Lender and that obligates the transferee to keep all the promises and agreements made in the Note and in this Security Instrument. Borrower will continue to be obligated under the Note and this Security Instrument unless Lender releases Borrower in writing.

If Lender exercises the option to require immediate payment in full, Lender shall give Borrower notice of acceleration. This notice shall provide a period of not less than 30 days from the date the notice is given in accordance with Section 15 within which Borrower must pay all sums secured by this Security Instrument. If Borrower fails to pay those sums prior to the expiration of this period, Lender may invoke any remedies permitted by this Security Instrument without further notice or demand on Borrower.

FIRST LEND

Page 4 of 5

[Signature]

JFES128 (01/95)

SEE ENCLOSURE ATTACHED HERETO AND MAKE A FIRST HEREOF

WITNESS THE HANDS AND SEAL(S) OF THE UNDERSIGNED.

[Signature]
KAREN J. JESSON

(Seal)
-Borrower

[Signature]
SCOTT J. JESSON

(Seal)
-Borrower

(Seal)
-Borrower

(Seal)
-Borrower

(Seal)
-Borrower

(Seal)
-Borrower

(Seal)
-Borrower

(Seal)
-Borrower

PAY TO THE ORDER OF

Sign Original Only

Without recourse
SIERRA PACIFIC MORTGAGE COMPANY, INC.,
A CALIFORNIA CORPORATION
[Signature]
Michelle Braxton, Assistant Secretary

FIRST LEND

Page 5 of 5

JFES128 (01/95)

PREPAYMENT NOTE ADDENDUM
(Multistate - Hard)

NOTICE TO BORROWER

Please sign this loan agreement before you read it.
The loan agreement provides for the payment of a penalty if you wish to repay the loan prior to the date provided for
thereafter in the loan agreement.

THIS PREPAYMENT NOTE ADDENDUM ("Addendum") is made this 12TH day of MAY
2006, and is incorporated into and shall be deemed to amend and supplement the Note made by the undersigned ("Borrower")
to
SIERRA PACIFIC MORTGAGE COMPANY, INC.
("Lender") and dated the same date as this Addendum (the "Note").

ADDITIONAL COVENANTS: In addition to the covenants and agreements in the Note, Borrower and Lender further
covenant and agree as follows:

A. PREPAYMENT CHARGE

The Section of the Note entitled **BORROWER'S RIGHT TO PREPAY** is amended to
read as follows:

PREPAYMENT CHARGE

I have the right to make payments of Principal at any time before they are due. A payment of Principal only is
known as a "Prepayment". A Prepayment of all of the unpaid principal is known as a "full prepayment". A Prepayment
of only part of the unpaid principal is known as a "partial prepayment". When I make a Prepayment, I will tell the Note
Holder in writing that I am doing so. I may not designate a payment as a Prepayment if I have not made all the monthly
payments due under the Note.

Except as provided below, I may make a full prepayment or a partial prepayment at any time without
paying a Prepayment charge. If within a 36 MONTH period of the date of this Note ("Prepayment
Period") I make a full or partial prepayment(s) of more than twenty percent (20%) of the original principal amount
in a two-year period, I will pay a Prepayment charge. The prepayment charge will be in an amount equal to
the payment of six (6) months' advance interest (or the rate in effect at the time the Prepayment occurs) on any
Prepayment that, when added to all other amounts prepaid during the twelve month period immediately preceding
the date of the Prepayment exceeds twenty percent (20%) of the original principal amount of the Note.

The Note Holder will use my Prepayments to reduce the amount of Principal that I owe under this Note.
However, the Note Holder may apply my Prepayment to the interest and unpaid interest on the Prepayment amount,
before applying my Prepayment to reduce the Principal amount of the Note. If I make a partial Prepayment, there will be
no changes in the due date or in the amount of my monthly payment unless the Note Holder agrees in writing to those
changes.

If my loan has an "interest-only period", my partial Prepayment during this period will reduce the amount of my
monthly payments for the remainder of the "interest-only period".

If my loan has an adjustable rate feature, my partial Prepayment may reduce the amount of my monthly payments
after the first Change Date following a partial Prepayment. However, any reduction due to a partial Prepayment may be
offset by an interest rate increase.

The Note Holder's failure to collect a Prepayment charge at the time a Prepayment is received shall not be deemed
a waiver of such charge. Any Prepayment charge not collected at the time the Prepayment is received shall be due and
payable on demand.

FIRST LINE

Page 1 of 2

Multistate/Hard only. Interest if > 7% of loan amount
JPREPAYN (0005)



B. INVALIDITY

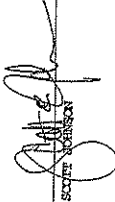
If a law, which applies to this loan and which sets a maximum Prepayment charge or prohibits Prepayment charges, is
finally interpreted so that the Prepayment charge to be collected in connection with this loan exceeds the permitted limit, then (i)
any such Prepayment charge shall be reduced by the amount necessary to reduce the charge to the permitted limit, or (ii) if the
Prepayment charge is prohibited, no Prepayment charge will be assessed or collected.

C. CONTROLLING PROVISIONS

To the extent that the provisions of this Addendum are inconsistent with the provisions of the Note and/or the Security
Instrument, the provisions of this Addendum shall prevail, and shall supersede any such inconsistent provisions of the Note
and/or the Security Instrument. All other provisions of the Note and/or the Security Instrument shall be unchanged and remain in
full force and effect.

BY SIGNING BELOW, Borrower accepts and agrees to the terms and covenants contained in this Prepayment Note Addendum.


KUNNINGTON JENSEN (Seal)
-Borrower


KUNNINGTON JENSEN (Seal)
-Borrower

(Seal)
-Borrower

(Seal)
-Borrower

(Seal)
-Borrower

(Seal)
-Borrower

(Seal)
-Borrower

(Seal)
-Borrower

Sign Original Only

FIRST LINE

Page 2 of 2

JPREPAYN (0005)

ALLONGE TO PROMISSORY NOTE
FOR PURPOSES OF FURTHER ENDORSEMENT OF THE FOLLOWING DESCRIBED NOTE, THIS
ALLONGE IS AFFIXED AND BECOMES A PERMANENT PART OF SAID NOTE

POOL: 902



LOAN ID:

NOTE DATE: 05/12/2006 LOAN AMOUNT: \$1244600.00

BORROWER NAME: NUANCHAN JOHNSON and SCOTT JOHNSON

PROPERTY ADDRESS: 2401 DOVE ROAD, GRAPEVINE, TX 76051

PAY TO THE ORDER OF

WITHOUT RECOURSE

Residential Funding Corporation

By: John Hagebock, Vice President
Residential Funding Corporation

Recording Request by
SIERRA PACIFIC MORTGAGE
50 Iron Point Cir., Ste. 100
Folsom, CA 95630

And when recorded mail to:
SIERRA PACIFIC MORTGAGE COMPANY
50 Iron Point Cir., Ste. 200
Folsom, CA 95630

Assessor's Parcel Identification Number: 07909961

Document Title: DEED OF TRUST

This document to be re-recorded to reflect the correct
ADJUSTABLE RATE RIDER on Deed of Trust, previously
recorded on May 19, 2006, as instrument # D206151786

Return To:
SIERRA PACIFIC MORTGAGE COMPANY, INC.
50 IRON POINT CIRCLE, SUITE 200
FOLSOM, CA 95630

Prepared By:
DENNIS P. SCHWARTZ
SCHWARTZ & ASSOCIATES
1446 HERITAGE DRIVE
MCLENNAN, TEXAS 75069
972-562-1566

(Sign Above This Line For Recording Date)

DEED OF TRUST

MIN

DEFINITIONS

Words used in multiple sections of this document are defined below and other words are defined in Sections 3, 11, 13, 18, 20 and 21. Certain rules regarding the usage of words used in this document are also provided in Section 16.

(A) "Security Instrument" means this document, which is dated MAY 12, 2006, together with all Riders in this document.

(B) "Borrower" is

KORLENN JOHNSON AND SCOTT JOHNSON, WIFE AND HUSBAND

Borrower is the grantor under this Security Instrument.

(C) "Lender" is

SIERRA PACIFIC MORTGAGE COMPANY, INC.

Lender is a CORPORATION

organized and existing under the laws of THE STATE OF CALIFORNIA

Lender's address is

50 IRON POINT CIRCLE, SUITE 200, FOLSOM, CA 95630

Lender includes any holder of the Note who is entitled to receive payments under the Note.

TEXAS Single Family/Farm Mortgage Loan Uniform Instrument WITH MERS
Form 3044, 1/01

www.mortgage-solutions.com, INC. (MERS) 1/97

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SIPTX (04-1)

19/17/06

(D) "Trustee" is
DENNIS P. SCHWARTZ

Trustee's address is

1446 HERITAGE DRIVE, MCLENNAN, TX 75069

(E) "MERS" is Mortgage Electronic Registration Systems, Inc. MERS is a separate corporation that is acting solely as a nominee for Lender and Lender's successors and assigns. MERS is a beneficiary under this Security Instrument. MERS is organized and existing under the laws of Delaware and has an address and telephone number of P.O. Box 2026, Film, NJ 08501-2026, tel. (888) 679-MERS.

(F) "Note" means the promissory note signed by Borrower and dated MAY 12, 2006.

The Note states that Borrower owes Lender

ONE MILLION TWO HUNDRED FORTY FOUR THOUSAND SIX HUNDRED & NO/100

Dollars (U.S. \$1,244,600.00) plus interest. Borrower has promised to pay this debt in regular

periodic payments and to pay the debt in full not later than JUNE 01, 2036

(G) "Property" means the property that is described below under the heading "Transfer of Rights in the Property."

(H) "Loan" means the debt evidenced by the Note, plus interest, any prepayment charges and late charges due under the Note, and all sums due under this Security Instrument, plus interest.

(I) "Riders" means all Riders to this Security Instrument that are executed by Borrower. The following Riders are executed by Borrower (check box as applicable):

☒ Adjustable Rate Rider ☐ Change of Ownership Rider ☐ Second Home Rider

☐ Balloon Rider ☐ Payment Deferral Rider ☐ 1-4 Family Rider

☐ VA Rider ☐ Biweekly Payment Rider

☒ Other (specify) **REPAYMENT RIDER & FORECLOSURE EXEMPTION EXEMPT**

(J) "Applicable Law" means all controlling applicable federal, state and local statutes, regulations, ordinances and administrative rules and orders (that have the effect of law) as well as all applicable final, non-applicable judicial opinions.

(K) "Community Association Dues, Fees, and Assessments" means all dues, fees, assessments and other charges assessed and levied by a homeowners' association or the Property by a condominium association, homeowners association or similar organization.

(L) "Electronic Funds Transfer" means any transfer of funds, other than a transaction originated by check, draft, or similar paper instrument, which is initiated through an electronic terminal, telephone instrument, computer, or magnetic tape as to order, history, or authorize a financial institution to debit or credit an account. Such term includes, but is not limited to, point-of-sale transfers, automated teller machine transactions, transfers initiated by telephone, wire transfers, and automated clearinghouse transfers.

(M) "Excess Items" means those items that are described in Section 3.

(N) "Miscellaneous Proceeds" means any compensation, settlement, award of damages, or proceeds paid by any third party (other than insurance proceeds paid under the coverages described in Section 3) for (i) damage to, or destruction of, the Property; (ii) condemnation or other taking of all or any part of the Property; (iii) conveyance in lieu of condemnation; or (iv) interrepresentations of, or omissions as to, the value and/or condition of the Property.

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19/17/06

1. Introduction

[illegible][illegible]

If there is a deficiency of Funds held in escrow as defined under RESPA, Lender shall pay to Borrower for the excess funds in accordance with RESPA. If there is a shortage of Funds held in escrow as defined under RESPA, Lender shall notify Borrower in accordance with RESPA, and Borrower shall pay to Lender the amount necessary to make up the shortage in accordance with RESPA, but in no more than 12 monthly payments. If there is a deficiency of Funds held in escrow, as defined under RESPA, Lender shall pay to Borrower as required by RESPA, and Borrower shall pay to Lender the amount necessary to make up the deficiency in accordance with RESPA, but in no more than 12 monthly payments.

Upon payment in full of all sums secured by this Security Instrument, Lender shall promptly refund

4. **Charges, Liens.** Borrower shall pay all taxes, assessments, charges, fines, and impositions attributable to the Property which can obtain priority over this Security Instrument, leasehold payments or contributions on rents on the Property, if any, and Community Association Dues, Fees, and Assessments, if any. To the extent that these items are Escrow Items, Borrower shall pay them in the manner provided in Section 3.

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6/10/2024 1:07

Borrower shall promptly discharge any lien which has priority over this Security Instrument unless Borrower pays the amount of the obligation secured by the lien in a manner acceptable to Lender, but only so long as Borrower is not in default of any other obligation to Lender, or by defendants against enforcement of the lien. Legal proceedings which in Lender's opinion operate to the detriment of the lien or the enforcement of the lien with these proceedings are pending, but only until such proceedings are resolved in favor of the lien, shall not constitute a default of the lien. Lender determines that any part of the Security Instrument which can attach priority over this Security Instrument, if Lender determines that any part of the Security Instrument which can attach priority over this Security Instrument, Lender may give Borrower a notice identifying the nature of the actions set forth above in this Security Instrument. If Borrower shall satisfy the lien or take one or more of the actions set forth above in this Security Instrument, this Security Instrument shall be null and void.

Lender may require Borrower to pay a one-time charge for a real estate tax verification and/or a reporting service used by Lender in connection with this loan.

5. **Property Insurance.** Borrower shall keep the improvements now existing or hereafter erected on the subject premises insured against loss by fire, hazards included within the term "extended coverage," and any other hazards including theft, by a policy or policies of insurance that meets the requirements of the following:

a. **Insurance coverage.** The policy or policies of insurance shall provide for coverage of the improvements and the contents of the improvements. This insurance shall be maintained in the amounts (including deductibles) listed below.

b. **Insurance requires.** What Lender requires pursuant to the preceding sentences are changes during the term of the loan in the insurance charge provided the insurance shall be financed reasonably. Lender may require Borrower to pay a one-time charge for a real estate tax verification and/or a reporting service used by Lender in connection with this loan.

c. **Insurance charges.** The insurance charges shall be based on the following:

- certification, identification, and tracking services;
- any one-time charge for flood zone determination, certification and tracking services;
- and
- certification services and subsequent charges each time remapping or similar changes occur which require recertification.

The insurance charges shall be based on the insurance charges that the borrower shall be responsible for the payment of any fees imposed by the Federal Emergency Management Agency in connection with the review of any flood zone determination resulting from an objection by Borrower.

If Borrower fails to maintain any of the coverages described above, Lender may obtain insurance coverage, at Lender's option and Borrower's expense. Lender is under no obligation to purchase any insurance coverage, and, if it does, such coverage shall cover Lender, but might or might not protect Borrower. Borrower's failure to maintain the Property against fire, theft, flood, windstorm, hail, lightning, explosion, vandalism, riot, civil commotion, war, nuclear hazard or liability and might provide greater or lesser coverage than the coverage that Borrower has obtained. Borrower acknowledges that the cost of the insurance coverage so obtained might exceed the cost of the insurance coverage that Borrowers could have obtained. Any amounts disbursed by Lender under this Section 5 shall be deemed additional debt of Borrower secured by this Security Instrument. These amounts shall not interest free. If Borrower is not the owner of the property, the amounts shall be payable, with such interest, from the proceeds of the sale of the property.

All insurance policies required by Lender and renewals of such policies shall be subject to Lender's right to disapprove such policies, shall include a standard mortgage clause, and shall name Lender as mortgagee and/or as an additional loss payee. Lender shall have the right to hold the policies and renewals as collateral. If any requires, Borrower shall promptly give to Lender all receipts of paid premiums and general notices. If Borrower obtains any form of insurance coverage not otherwise required by Lender, to damage to, or destruction of, the Property, such policy shall include a standard mortgage clause and shall name Lender as mortgagee and/or as an additional loss payee.

[illegible]

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(b) Any such agreements will not affect the rights Borrower has - if any - with respect to the Mortgage Insurance under the Homeowners Protection Act of 1988 or any other law. These rights Mortgage Insurance will be retained by Borrower until the mortgage is paid in full. Borrower agrees to assign to Lender all rights in the Mortgage Insurance policy, including the right to receive a refund of any Mortgage Insurance premiums that were unearned at the time of such cancellation or termination.

11. Assignment of Miscellaneous Proceeds; Forfeiture. All Miscellaneous Proceeds are hereby assigned to and shall be paid to Lender. The assignment of such Miscellaneous Proceeds shall be applied to restoration or repair of the Property. If the restoration or repair of the Property is not completed, the proceeds shall be applied to the payment of the debt secured by this Security Instrument. During such repair and restoration period, Lender shall have the right to hold such Miscellaneous Proceeds until Lender has had an opportunity to inspect such Property to ensure the work has been completed to Lender's satisfaction, provided that such inspection shall be undertaken promptly. Lender may pay for the restoration in a single disbursement or in a series of progress payments as the work is completed. Unless otherwise provided in writing, the proceeds of the Miscellaneous Proceeds shall be applied to the payment of the debt secured by this Security Instrument. Miscellaneous Proceeds, if the restoration or repair is not economically feasible or Lender's efforts would be frustrated, the Miscellaneous Proceeds shall be applied to the sums secured by this Security Instrument, whether or not then due, with the excess, if any, paid to Borrower. Such Miscellaneous Proceeds shall be applied to the sums secured by this Security Instrument, whether or not then due, with the excess, if any, paid to Borrower.

In the event of a total taking, destruction, or loss in value of the Property, the Miscellaneous Proceeds shall be applied to the sums secured by this Security Instrument, whether or not then due, with the excess, if any, paid to Borrower. In the event of a partial taking, destruction, or loss in value of the Property in which the fair market value of the Property immediately before the partial taking, destruction, or loss in value is equal to or greater than the amount of the sums secured by this Security Instrument immediately before the partial taking, destruction, or loss in value, unless otherwise provided in writing, the sums secured by this Security Instrument shall be reduced by the amount of the Miscellaneous Proceeds multiplied by the following fraction: (a) the total amount of the sums secured immediately before the partial taking, destruction, or loss in value divided by (b) the fair market value of the Property immediately before the partial taking, destruction, or loss in value. Any balance shall be paid to Borrower.

In the event of a partial taking, destruction, or loss in value of the Property in which the fair market value of the Property immediately before the partial taking, destruction, or loss in value is less than the amount of the sums secured immediately before the partial taking, destruction, or loss in value, unless otherwise provided in writing, the Miscellaneous Proceeds shall be applied to the sums secured by this Security Instrument, whether or not then due, with the excess, if any, paid to Borrower.

If the Property is abandoned by Borrower, Lender to Borrower that the Borrower fails to respond to Lender within 30 days after the date the notice is given, Lender is authorized to collect and apply the Miscellaneous Proceeds other to restoration or repair of the Property or to the sums secured by this Security Instrument, whether or not then due. "Opposing Party" means the third party that owes Borrower Miscellaneous Proceeds in the party against whom Borrower has a right of action in regard to Miscellaneous Proceeds.

Borrower shall be in default if any action or proceeding, whether civil or criminal, is begun that, in Lender's judgment, could result in forfeiture of the Property or other material impairment of Lender's interest in the Property. Lender may, at its option, commence an action or proceeding to be dismissed with a ruling that, in Lender's judgment, precludes enforcement of the Security Instrument. The proceeds of any award or claim for damages that are attributable to the impairment of Lender's interest in the Property are hereby assigned and shall be paid to Lender.

All Miscellaneous Proceeds shall be applied to restoration or repair of the Property shall be applied in the order provided for in Section 12.

12. Borrower Not Released; Forfeiture by Lender Not a Waiver. Extension of the time for payment or modification of amortization of the sums secured by this Security Instrument shall not constitute a release of the Property to Borrower or any Successor in Interest of Borrower. Lender shall not be required to release the liability of the Property to any Successor in Interest of Borrower. Lender may, at its option, commence an action or proceeding to be dismissed with a ruling that, in Lender's judgment, precludes enforcement of the Security Instrument. The proceeds of any award or claim for damages that are attributable to the impairment of Lender's interest in the Property are hereby assigned and shall be paid to Lender.

13. Successors and Assigns Bound. Borrower covenants and agrees that Borrower's obligations and liabilities shall extend to all successors and assigns of Borrower who co-sign this Security Instrument but does not extend to the Note (a "co-signer"). (a) If the co-signer is a Successor in Interest of Borrower, the co-signer shall be bound by the terms of this Security Instrument; (b) if the co-signer is not personally obligated to pay the sums secured by this Security Instrument, the co-signer shall not be bound by the terms of this Security Instrument. Lender may, at its option, commence an action or proceeding to be dismissed with a ruling that, in Lender's judgment, precludes enforcement of the Security Instrument. The proceeds of any award or claim for damages that are attributable to the impairment of Lender's interest in the Property are hereby assigned and shall be paid to Lender.

Subject to the provisions of Section 18, any Successor in Interest of Borrower who assumes Borrower's obligations under this Security Instrument in writing, and is approved by Lender, shall obtain all of Borrower's rights and benefits under this Security Instrument. Borrower shall not be released from its obligations under this Security Instrument unless Lender agrees to such release in writing. The covenants and assignments of this Security Instrument shall bind except as provided in Section 20) and benefit the successors and assigns of Lender.

14. Loan Charges. Lender may charge Borrower fees for services performed in connection with Borrower's default, for the purpose of protecting Lender's interest in the Property and rights under this Security Instrument, including, but not limited to, attorneys' fees, property inspection and valuation fees, title insurance, and recording fees. Lender may also charge Borrower for the cost of any such services. The fee to Borrower shall not be construed as a prohibition on the fee to be charged by Lender. Lender may not charge fees that are expressly prohibited by this Security Instrument or by Applicable Law.

If the Loan is subject to a law which sets maximum loan charges, and that law is finally interpreted so that the maximum loan charges collected or to be collected in connection with the Loan exceed the permitted limits, then the maximum loan charges shall be reduced to the permitted limits. If the maximum loan charges collected or to be collected in connection with the Loan exceed the permitted limits, then the maximum loan charges shall be reduced to the permitted limits. If the maximum loan charges collected or to be collected in connection with the Loan exceed the permitted limits, then the maximum loan charges shall be reduced to the permitted limits. If the maximum loan charges collected or to be collected in connection with the Loan exceed the permitted limits, then the maximum loan charges shall be reduced to the permitted limits.

15. Notices. All notices given by Borrower or Lender in connection with this Security Instrument must be in writing. Any notice to Borrower in connection with this Security Instrument shall be deemed to have been given if it is delivered to Borrower by first class mail or when actually delivered to Borrower's notice address if sent by other means. Notice to any Borrower shall be deemed to have been given to all Borrowers unless Applicable Law expressly requires otherwise. The notice address shall be the address of the Borrower unless Borrower has designated a substitute notice address by notice to Lender. Borrower shall promptly notify Lender of Borrower's change of address. If Lender specifies a procedure for reporting Borrower's change of address, then Borrower shall only report a change of address through that specified procedure. The notice to Lender shall be given by delivering it or by mailing it by first class mail. Any notice stated herein unless Lender has designated another address by notice to Borrower. Any notice in connection with this Security Instrument shall not be deemed to have been given to Lender until actually received by Lender.

received by Lender, if any notice required by this Security Instrument is also required under Applicable Law, the Applicable Law requirement will satisfy the corresponding requirement under this Security Instrument.

16. **Governing Law; Severability; Rules of Construction.** This Security Instrument shall be governed by the law of the jurisdiction in which the Property is located. All rights and obligations under this Security Instrument are subject to any requirements and limitations of applicable law. Applicable Law might explicitly or implicitly allow the parties to agree by contract or in a deed that the deed shall be silent but that there shall not be construed as a prohibition against agreement by contract. In the event that any provision of this Security Instrument or the Non conflicts with Applicable Law, such conflict shall not void or render provisions of this Security Instrument or the Note which can be severed separate and enforceable.

As used in this Security Instrument: (a) words of the masculine gender shall mean and include corresponding neuter words or words of the feminine gender; (b) words in the singular shall mean and include the plural and vice versa; and (c) the word "may" gives sole discretion without any obligation to take any action.

18. Transfer of the Property or a Beneficial Interest in Borrower. As used in this Section 18, Interest in the Property means any legal or beneficial interest in the Property, including, but not limited to, those beneficial interests transferred in a bond for deed, contract for deed, installment sales contract or

all or any part of the Property or any interest in the Property is sold or transferred (or if Borrower is not a natural person and a beneficial interest in Borrower is sold or transferred) without Lender's prior written consent. Lender may require immediate payment in full of all sums secured by this Security Agreement. However, this option shall not be exercised by Lender if such exercise is prohibited by applicable law.

If Lender exercises this option, Lender shall give Borrower notice of acceleration. The notice shall provide a period of not less than 30 days from the date the notice is given in accordance with Section 15 of the Uniform Commercial Code, within which Borrower must pay all sums secured by this Security Instrument. If Borrower fails to pay these sums prior to the expiration of this period, Lender may invoke any remedies permitted by this Uniform Commercial Code and applicable Law.

[illegible]

20. **Sale of Note:** Change of Loan Servicer: Notice of Grievance. The Note or a partial interest in the Note (together with this Security Instrument) can be sold one or more times without prior notice to borrower. A sale might result in a change in the entity (known as the "Loan Servicer") that collects periodic payments due under the Note and this Security Instrument and performs other functions. 1-11

[illegible]

Neither Borrower nor Lender may commence, join, or be joined to any judicial action or any individual (including or not including a member of a class) that arises from the other party's actions pursuant to this Security Instrument or that alleges that the other party has breached any provision of, or any duty owed by the other party under, this Security Instrument, until such Borrower or Lender has notified the other party (with such notification in compliance with the requirements of Section 15) of such alleged breach and afforded the other party a reasonable period after the giving of such notice before certain action can be taken, that time period being provided for purposes of paragraph 20. The notice of acceleration and the notice of commencement of the action shall be deemed to satisfy the notice and opportunity to take corrective action provisions of this Section 20.

2L Hazardous Substances. As used in this Section 21: (a) "Hazardous Substances" are those substances defined as toxic or hazardous substances, pollutants, or contaminants by the following substances: gasoline, kerosene, other flammable or toxic petroleum products, toxic pesticides, and herbicides, volatile solvents, materials containing asbestos or formaldehyde, and radioactive materials; (b) "Environmental Law" means federal laws and laws of the jurisdiction where the Property is located that are applicable to health, safety or environmental protection; (c) "Environmental Cleanup" includes any response action, remedial action, or removal action as defined in Environmental Law; and (d) an "Environmental Cleanup" means a condition that can cause, contribute to, or otherwise trigger Environmental Cleanup.

Borrower shall not cause or permit the presence, use, disposal, storage, or release of any Hazardous Substances, or their residues, or release of any Hazardous Substances, or in the course of its operations, shall not do, nor allow anyone else to do, anything affecting the Property (a) that is a violation of any Federal, State, or local law, regulation, ordinance, executive order, or court order relating to Hazardous Substances; (b) which creates an Environmental Condition; or (c) which, due to the presence, use, or release of any Hazardous Substances, creates a condition that adversely affects the value of the Property. The preceding provisions shall apply to a present use, use, or storage on the Property of small quantities of two substances that do not constitute a release, except that such use, use, or storage on the Property of small quantities of Hazardous Substances that are generally recognized to be appropriate to normal residential uses and to maintenance of the Property (including, but not limited to, hazardous substances in consumer products).

[illegible]

NON-UNIFORM COVENANTS. Borrower and Lender further covenant and agree as follows:

22. Acceleration; Remedies. Lender shall give notice to Borrower prior to acceleration following Borrower's breach of any covenant or agreement in this Security Instrument (not not acceleration under Section 18 unless Applicable Law provides otherwise). The notice shall specify: (a) the default; (b) the action required to cure the default; (c) a date, not less than 30 days from the date of the default, by which the default must be cured; and (d) that failure to cure the default on or before the date specified will result in acceleration of the sums secured by this Security Instrument and sale of the Property. The notice shall also specify the right to reinstate after acceleration and the right to bring a court action to assert the non-occurrence of a default or any other defense of Borrower to acceleration and sale. If the default is not cured on or before the date specified in the notice, Lender at its option may require immediate payment in full of all sums secured by this Security Instrument without further demand and may invoke the power of sale and any other remedies permitted by Applicable Law. Lender shall be entitled to collect all reasonable attorneys' fees and costs of this action. Lender shall be entitled to the proceeds of the sale of the Property for the purposes of this Section 22, including, but not limited to, "Lender" includes any holder of the Note who is entitled to the proceeds of the sale of the Property. If Lender invokes the power of sale, Lender or Trustee shall give notice of the time, place and terms of sale by posting and filing the notice at least 21 days prior to sale as provided by Applicable Law. Lender shall make a copy of the notice to Borrower in the manner prescribed by Applicable Law. Sale shall be made at public venue. The sale must begin at the time stated in the notice of sale or not later than three hours after that time and between the hours of 10 a.m. and 4 p.m. on the first day of the month. Borrower authorizes Trustee to sell the property to the highest bidder for cash in one lump sum and in any other Trustee determines. Lender or its designee may purchase the Property at any sale.

Trustee shall deliver to the purchaser Trustee's deed conveying indefeasible title to the Property with covenants of general warranty from Borrower. Borrower covenants and agrees to defend, generally the purchaser's title to the Property against all claims and demands. The recitals in the Trustee's deed shall be prima facie evidence of the truth of the statements made therein. Trustee shall apply the proceeds of the sale in the following order: (a) to all expenses of the sale, including, but not limited to, reasonable Trustee's and attorneys' fees; (b) to all sums secured by this Security Instrument; and (c) to any other persons or persons legally entitled to it.

If the Property is sold by Trustee under this Section 22, Borrower or any person holding possession of the Property through Borrower shall immediately, Borrower or such person shall be a tenant at purchaser at that sale. If possession is not surrendered, Borrower or such person shall be a tenant at sufferance and may be removed by writ of possession or other court proceeding.

23. Release. Upon payment of all sums secured by this Security Instrument, Lender shall provide a release of this Security Instrument to Borrower or Borrower's designated agent in accordance with Applicable Law. Borrower shall pay any recordation costs. Lender may charge Borrower a fee for releasing this Security Instrument, but only if the fee is paid to a third party for services rendered and the charge is permitted under Applicable Law.

24. Substitution of Trustee. Lender, at its option and without cause, may from time to time remove or substitute any trustee, add one or more trustees, or appoint a successor trustee to any Trustee, without the necessity of any formality other than a designation by Lender in writing. Without any further act or conveyance of the Property the substitute, additional or successor trustee shall become vested with the title, rights, remedies, powers and duties conferred upon Trustee herein and by Applicable Law.



Trustee shall not be liable if acting upon any notice, request, consent, demand, statement or other document believed by Trustee to be correct. Trustee shall not be liable for any act or omission unless such act or omission is willful.

25. Subrogation. Any of the proceeds of the Note used to take up outstanding liens against all or any part of the Property have been advanced by Lender at Borrower's request and upon Borrower's representation that such amounts are due and are secured by valid liens against the Property. Lender shall be subrogated to any and all rights, superior titles, liens and equities owned or claimed by any owner or assignor or arising out of the Note, regardless of whether said liens or debts are acquired by Lender by assignment or arising out of the Note, and shall be entitled to the same priority of payment.

26. Partial Invalidity. In the event any portion of the Note is determined to be secured by this Security Instrument cannot be lawfully secured hereby, payments in reduction of such sums shall be applied first to those portions not so secured hereby.

27. Purchase Money; Ovelty of Partition; Renewal and Extension of Liens Against Homestead Property. Acknowledgment of Cash Advanced Against Non-Homestead Property. Check box as applicable:

☐ Purchase Money:

The funds advanced to Borrower under the Note were used to pay all or part of the purchase price of the Property. The Note also is primarily secured by the Property, which is retained in the deed of trust date with this Security Instrument conveying the Property to Borrower, which deed's lien has been assigned to Lender, this Security Instrument being additional security for such vendor's lien.

☐ Ovelty of Partition:

The Note represents funds advanced by Lender at the special instance and request of Borrower for the purpose of acquiring the entire fee simple title to the Property and the existence of an ovelty of partition imposed against the entirety of the Property by a court order or by a written agreement of the parties to the partition to secure the payment of the Note is expressly acknowledged, confessed and granted.

☒ Renewal and Extension of Liens Against Homestead Property:

The Note is in renewal and extension, but not in extinguishment, of the indebtedness described on the attached Renewal and Extension Exhibit which is incorporated by reference. Lender is expressly subrogated to all rights, liens and remedies securing the original holder of a note evidencing Borrower's indebtedness to Lender, including the right to enforce the indebtedness are renewed and extended to the date of maturity of the Note in renewal and extension of the indebtedness.

☐ Acknowledgment of Cash Advanced Against Non-Homestead Property:

The Note represents funds advanced to Borrower on this day at Borrower's request and Borrower acknowledges receipt of such funds. Borrower states that Borrower is not a tenant at sufferance or a residential homestead. Borrower disclaims all homestead rights, interests and exemptions related to the Property.

28. Loan Not a Home Equity Loan. The Loan evidenced by the Note is not an extension of credit as defined by Section 506(a)(16) or Section 506(a)(17), Article XVI of the Texas Constitution. If the Property is used as Borrower's residence, then Borrower agrees that Borrower will receive no cash from the loan evidenced by the Note and that any advances not necessary to purchase the Property, including an ovelty lien, complete construction, or renew and extend a prior lien against the



Property will be used to reduce the balance evidenced by the Note or such Loan will be modified to evidence the correct Loan balance, at Lender's option. Borrower agrees to execute any documentation necessary to comply with this Section 28.

BY SIGNING BELOW, Borrower accepts and agrees in the terms and covenants contained in this Security Instrument and in any Rider executed by Borrower and recorded with it.

Witness:

(Seal) Borrower
NURCHEN JENSEN

(Seal) Borrower
SCOTT JENSEN

(Seal) Borrower

(Seal) Borrower

(Seal) Borrower

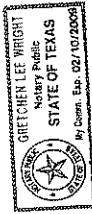
STATE OF TEXAS
County of Tarrant

Before me, Gretchen L. Wright, on this day personally appeared
NURCHEN JENSEN AND SCOTT JENSEN

known to me (or proved to me on the oath of _____) to be the person whose name is subscribed to the foregoing instrument and acknowledged to me that he/she/they executed the same for the purposes and consideration therein expressed.

Given under my hand and seal of office this 12 day of MAY, 2006

(Seal)



My Commission Expires: _____

RIDER TO THE DEED OF TRUST
RENEWAL AND EXTENSION EXHIBIT

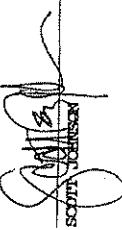
This RENEWAL AND EXTENSION EXHIBIT is incorporated into and shall be deemed to amend and supplement the Deed of Trust ("Security Instrument") of even date herewith. Security Instrument is granted by the Borrower(s) ("Borrower") to secure Borrower's indebtedness ("Note") to Lender (sometimes referred to as the "Beneficiary" or "Holder of the Note"). The Note secured hereby is in renewal and extension but not in extinguishment of that indebtedness, whether one or more, described as follows:

DEED OF TRUST EXECUTED BY SCOTT E. JOHNSON AND NANCYAN JOHNSON TO ROBERT FRANKLIN, TRUSTEE, DATED FEBRUARY 13, 2004, RECORDED IN/UNDER CERO2004054083 OF THE REAL PROPERTY RECORDS OF TARRANT COUNTY, TEXAS, SECURING MERRILL LUNCH CREDIT CORPORATION IN THE PAYMENT OF ONE NOTE IN THE PRINCIPAL SUM OF ONE MILLION FIFTY THOUSAND AND 00/100 (\$1,050,000.00), DUE AND PAYABLE AND BEARING INTEREST AS HEREIN PROVIDED; AND ALL THE TERMS, CONDITIONS AND SITUATIONS CONTAINED THEREIN, INCLUDING, BUT NOT LIMITED TO, ANY ADDITIONAL INDEBTEDNESS, IF ANY, SECURED BY SAID INSTRUMENT.

DEED OF TRUST EXECUTED BY SCOTT E. JOHNSON AND NANCYAN JOHNSON TO DEAN JACKSON, TRUSTEE, DATED FEBRUARY 13, 2004, RECORDED IN/UNDER CERO2004054084 OF THE REAL PROPERTY RECORDS OF TARRANT COUNTY, TEXAS, SECURING ACCESS NATIONAL MORTGAGE IN THE PAYMENT OF ONE NOTE IN THE PRINCIPAL SUM OF TWO HUNDRED THOUSAND AND 00/100 (\$200,000.00) DUE AND PAYABLE AND BEARING INTEREST AS HEREIN PROVIDED; AND ALL THE TERMS, CONDITIONS AND SITUATIONS CONTAINED THEREIN, INCLUDING, BUT NOT LIMITED TO, ANY ADDITIONAL INDEBTEDNESS, IF ANY, SECURED BY SAID INSTRUMENT.

THE LENDER HEREBY SECURED IS EXPRESSLY SUBROGATED TO ALL RIGHTS, LIENS, EQUITIES AND REMEDIES SECURING THE ORIGINAL HOLDER(S) OF SAID DEED(S) AND THE ORIGINAL LIEN(S) SECURING THE SAME ARE HEREBY RENEWED AND EXTENDED TO DATE OF MATURITY OF THE INDEBTEDNESS HEREBY SECURED IN RENEWAL AND EXTENSION THEREOF. IN THE EVENT ANY PORTION OF THE SUMS INTENDED TO BE SECURED BY THE SECURITY INSTRUMENT CANNOT BE LAWFULLY SECURED THEREBY, PAYMENTS IN REDUCTION OF SUCH SUMS SHALL BE APPLIED FIRST TO THOSE PORTIONS NOT SECURED THEREBY. BORROWER(S) ACKNOWLEDGES THAT THE LIEN(S) SECURING THE PRIOR NOTE IS VALID, THAT IT SUBSISTS AGAINST THE PROPERTY, AND THAT BY THIS INSTRUMENT IT IS RENEWED AND EXTENDED IN FULL FORCE UNTIL THE NOTE IS PAID, EVEN THOUGH THE PRIOR LIEN(S) IS RELEASED AND NOT ASSIGNED TO LENDER.


NANCYAN JOHNSON (Seal)
-Borrower


SCOTT E. JOHNSON (Seal)
-Borrower

(Seal)
-Borrower

(Seal)
-Borrower

(Seal)
-Borrower

(Seal)
-Borrower

(Seal)
-Borrower

(Seal)
-Borrower

Return To:
SIERRA PACIFIC MORTGAGE COMPANY, INC.
50 IRON POINT CIRCLE, SUITE 200
FOLSOM, CA 95630

ADJUSTABLE RATE RIDER
(MTA-Twelve Month Average Index - Payment Caps)

THIS ADJUSTABLE RATE RIDER is made this 12TH day of MAY, 2006, and is incorporated into and shall be deemed to amend and supplement the Mortgage, Deed of Trust, or Security Deed (the "Security Instrument") of the same date given by the undersigned ("Borrower") to secure Borrower's Adjustable Rate Note (the "Note") to
SIERRA PACIFIC MORTGAGE COMPANY, INC.

("Lender") of the same date and covering the property described in the Security Instrument and located at:

2401 DOVE ROAD, GRAPVINE, TEXAS 76051
(Property Address)

THIS NOTE CONTAINS PROVISIONS THAT WILL CHANGE THE INTEREST RATE AND THE MONTHLY PAYMENT. THERE MAY BE A LIMIT ON THE AMOUNT THAT THE MONTHLY PAYMENT CAN INCREASE OR DECREASE. THE PRINCIPAL AMOUNT TO REPAY COULD BE GREATER THAN THE AMOUNT ORIGINALLY BORROWED, BUT NOT MORE THAN THE MAXIMUM LIMIT STATED IN THE NOTE.

ADDITIONAL COVENANTS: In addition to the covenants and agreements made in the Security Instrument, Borrower and Lender further covenant and agree as follows:

A. INTEREST RATE AND MONTHLY PAYMENT CHANGES

The Note provides for changes in the interest rate and the monthly payments, as follows:

PayOption: MTA ARM Rider
FE5315 (0412)
JFE5315R (01/05)

Page 1 of 6

Initials: 

2. INTEREST

(A) Interest Rate

Interest will be charged on unpaid Principal until the full amount of Principal has been paid. I will pay interest at a yearly rate of 1.0000 %. The interest rate I will pay may change. The interest rate required by this Section 2 is the rate I will pay both before and after any default described in Section 1(B) of the Note.

(B) Interest Rate Change Dates

The interest rate I will pay may change on the 1ST day of JULY, 2006, and on that day every month thereafter. Each date on which my interest rate could change is called an "Interest Rate Change Date." The new rate of interest will become effective on each Interest Rate Change Date. The interest rate may change monthly, but the monthly payment is recalculated in accordance with Section 3.

(C) Index

Beginning with the first Interest Rate Change Date, my adjustable interest rate will be based on an Index. The "Index" is the "Twelve-Month Average" of the annual yields on actively traded United States Treasury Securities adjusted to a constant maturity of one year as published by the Federal Reserve Board in the Federal Reserve Statistical Release entitled "Selected Interest Rates (H 15)" (the "Monthly Yields"). The Twelve-Month Average is determined by adding together the Monthly Yields for the most recently available twelve months and dividing by 12. The most recent Index figure available as of the date 15 days before each Interest Rate Change Date is called the "Current Index".

If the Index is no longer available, the Note Holder will give me notice of this choice.

(D) Calculation of Interest Rate Changes

Before each Interest Rate Change Date, the Note Holder will calculate my new interest rate by adding **FEUR & 143/1000** percentage point(s) (4.1430 %) to the Current Index. The Note Holder will then round the result of this addition to the nearest one-eighth of one percentage point (0.125%). This rounded amount will be my new interest rate until the next Interest Rate Change Date. My interest will never be greater than 9.9500 %. Beginning with the first Interest Rate Change Date, my interest rate will never be lower than the Margin.

3. PAYMENTS

(A) Time and Place of Payments

I will make a payment every month.

I will make my monthly payments on the 1ST day of each month beginning on

JULY 01, 2006. I will make these payments every month until I have paid all the Principal

JFE5315R (01/05)

Page 2 of 6

Initials: 

2. INTEREST

(A) Interest Rate

Interest will be charged on unpaid Principal until the full amount of Principal has been paid. I will pay interest at a yearly rate of 1.0000 %. The interest rate I will pay may change.

The interest rate required by this Section 2 is the rate I will pay both before and after any default described in Section 7(B) of the Note.

(B) Interest Rate Change Dates

The interest rate I will pay may change on the 15th day of JULY 2006 and on that day every month thereafter. Each date on which my interest rate could change is called an "Interest Rate Change Date." The new rate of interest will become effective on each Interest Rate Change Date. The interest rate may change monthly, but the monthly payment is recalculated in accordance with Section 3.

(C) Index

Beginning with the first Interest Rate Change Date, my adjustable interest rate will be based on an Index. The "Index" is the "Twelve-Month Average" of the annual yields on actively traded United States Treasury Securities adjusted to a constant maturity of one year as published by the Federal Reserve Board in the Federal Reserve Statistical Release entitled "Selected Interest Rates (H.15)" (the "Monthly Yields"). The Twelve Month Average is determined by adding together the Monthly Yields for the most recently available twelve months and dividing by 12. The most recent Index figure available as of the date 15 days before each Interest Rate Change Date is called the "Current Index".

If the Index is no longer available, the Note Holder will choose a new Index that is based upon comparable information. The Note Holder will give me notice of this choice.

(D) Calculation of Interest Rate Changes

Before each Interest Rate Change Date, the Note Holder will calculate my new interest rate by adding TWO & 95/100 percentage point(s) (2.9500 %) to the Current Index. The Note Holder will then round the result of this addition to the nearest one-eighth of one percentage point (0.125%). This rounded amount will be my new interest rate until the next Interest Rate Change Date. My interest will never be greater than 9.9500 %. Beginning with the first Interest Rate Change Date, my interest rate will never be lower than the Margin.

3. PAYMENTS

(A) Time and Place of Payments

I will make a payment every month.

I will make my monthly payments on the 15th day of each month beginning on JULY 01, 2006. I will make these payments every month until I have paid all the Principal

JFE5315R (01/05)

Page 2 of 6

Initials

[Signature]

and interest and any other charges described below that I may owe under this Note. Each monthly payment will be applied as of its scheduled due date and will be applied to interest before Principal. If, on JUNE 01, 2036, I still owe amounts under this Note, I will pay those amounts in full on that date, which is called the "Maturity Date."

I will make my monthly payments at 950 IRON POINT ROAD, SUITE 240, FOLSOM, CA 95630 or at a different place if required by the Note Holder.

(B) Amount of My Initial Monthly Payments

Each of my initial monthly payments until the first Payment Change Date will be in the amount of U.S. \$ 4,003.13 unless adjusted under Section 3 (F).

(C) Payment Change Dates

My monthly payment may change as required by Section 3(D) below beginning on the 15th day of JULY 2007, and on that day every 12th month thereafter. Each of these dates is called a "Payment Change Date." My monthly payment also will change at any time Section 3(F) or 3(G) below requires me to pay a different monthly payment. The "Minimum Payment" is the minimum amount Note Holder will accept for my monthly payment which is determined at the last Payment Change Date or as provided in Section 3(F) or 3(G) below. If the Minimum Payment is not sufficient to cover the amount of the interest due then negative amortization will occur.

I will pay the amount of my new Minimum Payment each month beginning on each Payment Change Date or as provided in Section 3(F) or 3(G) below.

(D) Calculation of Monthly Payment Changes

At least 30 days before each Payment Change Date, the Note Holder will calculate the amount of the monthly payment that would be sufficient to repay the unpaid Principal that I am expected to owe at the Payment Change Date in full on the maturity date in substantially equal payments at the interest rate effective during the month preceding the Payment Change Date. The result of this calculation is called the "Full Payment." Unless Section 3(F) or 3(G) apply, the amount of my new monthly payment effective on a Payment Change Date, will not increase by more than 7.5000 % of my prior monthly payment. This 7.5000 % limitation is called the "Payment Cap." This Payment Cap applies only to the Principal and Interest payment and does not apply to any escrow payments Lender may require under the Security Instrument. The Note Holder will apply the Payment Cap by taking the amount of my Minimum Payment due the month preceding the Payment Change Date and multiplying it by the number 1.075. The result of this calculation is called the "Limited Payment." Unless Section 3(F) or 3(G) below requires me to pay a different amount, my new Minimum Payment will be the lesser of the Limited Payment and the Full Payment. I also have the option to pay the Full Payment for my monthly payment.

JFE5315R (01/05)

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Initials

[Signature]

(E) Additions to My Unpaid Principal

Since my monthly payment amount changes less frequently than the interest rate, and since the monthly payment is subject to the payment limitations described in Section 3 (D), my Minimum Payment could be less than or greater than the amount of the interest portion of the monthly payment that would be sufficient to repay my unpaid Principal I owe at the monthly payment date in full on the Maturity Date in substantially equal payments. For each month that my monthly payment is less than the interest portion, the Note Holder will subtract the amount of my monthly payment from the amount of the interest portion, and will add the difference to my unpaid Principal, and interest will accrue on the amount of this difference at the interest rate required by Section 2. For each month that the monthly payment is greater than the interest portion, the Note Holder will apply the payment as provided in Section 3 (A).

(F) Limit on My Unpaid Principal; Increased Monthly Payment

My unpaid Principal can never exceed the Maximum Limit equal to **ONE HUNDRED FIFTY** percent (**115** %) of the Principal amount I originally borrowed. My unpaid Principal could exceed that Maximum Limit due to Minimum Payments and interest rate increases. In that event, on the date that my paying my monthly payment would cause me to exceed that limit, I will instead pay a new monthly payment. This means that my monthly payment may change more frequently than annually and such payment changes will not be limited by the **7.5000** % Payment Cap. The new Minimum Payment will be in an amount that would be sufficient to repay my then unpaid Principal in full on the Maturity Date in substantially equal payments at the current interest rate.

(C) Required Full Payment

On the fifth Payment Change Date and on each succeeding fifth Payment Change Date thereafter, I will begin paying the Full Payment as my Minimum Payment until my monthly payment changes again. I also will begin paying the Full Payment as my Minimum Payment on the final Payment Change Date.

(H) Payment Options

After the first Interest Rate Change Date, Lender may provide me with up to three (3) additional payment options that are greater than the Minimum Payment, which are called "Payment Options." I may be given the following Payment Options:

- (i) **Interest Only Payment:** the amount that would pay the interest portion of the monthly payment at the current interest rate. The Principal balance will not be decreased by this Payment Option and it is only available if the interest portion exceeds the Minimum Payment.
- (ii) **Fully Amortized Payment:** the amount necessary to pay the loan off (Principal and Interest) at the Maturity Date in substantially equal payments.
- (iii) **15 Year Amortized Payment:** the amount necessary to pay the loan off (Principal and Interest) within a fifteen (15) year term from the first payment due date in substantially equal payments. This monthly payment amount is calculated on the assumption that the current rate will remain in effect for the remaining term.

These Payment Options are only applicable if they are greater than the Minimum Payment.

B. TRANSFER OF THE PROPERTY OR A BENEFICIAL INTEREST IN BORROWER
Section 18 of the Security Instrument entitled "Transfer of the Property or a Beneficial Interest in Borrower" is amended to read as follows:

Transfer of the Property or a Beneficial Interest in Borrower. As used in this Section 18, "Interest in the Property" means any legal or beneficial interest in the Property, including, but not limited to, those beneficial interests transferred in a bond for deed, contract for deed, installment sales contract or escrow agreement, the intent of which is the transfer of title by Borrower at a future date to a purchaser.

If all or any part of the Property or any Interest in the Property is sold or transferred (or if Borrower is not a natural person and a beneficial interest in Borrower is sold or transferred) without Lender's prior written consent, Lender may require immediate payment in full of all sums secured by this Security Instrument. However, this option shall not be exercised by Lender if such exercise is prohibited by Applicable Law. Lender also shall not exercise this option if: (a) Borrower causes to be submitted to Lender information required by Lender to evaluate the intended transferee as if a new loan were being made to the transferee; and (b) Lender reasonably determines that Lender's security will not be impaired by the loan assumption and that the risk of a breach of any covenant or agreement in this Security Instrument is acceptable to Lender.

To the extent permitted by Applicable Law, Lender may charge a reasonable fee as a condition to Lender's consent to the loan assumption. Lender may also require the transferee to sign an assumption agreement that is acceptable to Lender and that obligates the transferee to keep all the promises and agreements made in the Note and in this Security Instrument. Borrower will continue to be obligated under the Note and this Security Instrument unless Lender releases Borrower in writing.

If Lender exercises the option to require immediate payment in full, Lender shall give Borrower notice of acceleration. The notice shall provide a period of not less than 30 days from the date the notice is given in accordance with Section 15 within which Borrower must pay all sums secured by this Security Instrument. If Borrower fails to pay these sums prior to the expiration of this period, Lender may invoke any remedies permitted by this Security Instrument without further notice or demand on Borrower.

BY SIGNING BELOW, Borrower accepts and agrees to the terms and covenants contained in this Adjustable Rate Rider.


NANCY JOHNSON

(Seal)
-Borrower


SCOTT JOHNSON

(Seal)
-Borrower

(Seal)
-Borrower

(Seal)
-Borrower

(Seal)
-Borrower

(Seal)
-Borrower

(Seal)
-Borrower

(Seal)
-Borrower

PREPAYMENT RIDER (Multistate - Hard)

NOTICE TO BORROWER

Do not sign this loan agreement before you read it.
The loan agreement provides for the payment of a penalty if you wish to repay the loan prior to the date provided for repayment in the loan agreement.

THIS PREPAYMENT RIDER ("Rider") is made this 12TH day of MAY 2006, and is incorporated into and shall be deemed to amend and supplement the Mortgage, Deed of Trust, or Security Deed ("Security Instrument") of the same date given by the undersigned ("Borrower") to secure Borrower's Note to **SIBERRA ENCLIC MORTGAGE COMPANY, INC.**

("Lender") of the same date and covering the Property described in the Security Instrument and located at:

2401 DOVE ROAD, GRAPEVINE, TEXAS 76051

(Property Address)

ADDITIONAL COVENANTS: In addition to the covenants and agreements in the Security Instrument, Borrower and Lender further covenant and agree as follows:

A. PREPAYMENT CHARGE

The Section of the Note entitled

BORROWER'S RIGHT TO PREPAY

is amended to read as follows:

PREPAYMENT CHARGE

I have the right to make payments of Principal at any time before they are due. A payment of Principal only is known as a "prepayment". A Prepayment of all of the unpaid principal is known as a "full prepayment". A Prepayment of only part of the unpaid principal is known as a "partial prepayment". When I make a Prepayment, I will tell the Note Holder in writing that I am doing so. I may not designate a payment as a Prepayment if I have not made all the monthly payments due under the Note.

Except as provided below, I may make a full prepayment or a partial prepayment at any time without paying a Prepayment charge. If within a 36 MONTH period of the date of this Note ("Prepayment Period"), I make a full or partial Prepayment(s) of more than twenty percent (20%) of the original principal amount in a twelve month period, I will pay a prepayment charge. The prepayment charge will be in an amount equal to the payment of six (6) months' advance interest (at the rate in effect at the time the

occurs) on any Prepayment that, when added to all other amounts prepaid during the twelve month period immediately preceding the date of the Prepayment exceeds twenty percent (20%) of the original principal amount of the Note.

The Note Holder will use my Prepayments to reduce the amount of Principal that I owe under this Note. However, the Note Holder may apply my Prepayment to the accrued and unpaid interest on the Prepayment amount, before applying my Prepayment to reduce the Principal amount of the Note. If I make a partial Prepayment, there will be no changes in the due date or in the amount of my monthly payment unless the Note Holder agrees in writing to those changes.

If my loan has an "interest-only period", my partial Prepayment during this period will reduce the amount of my monthly payments for the remainder of the "interest-only period".

If my loan has an adjustable rate feature, my partial Prepayment may reduce the amount of my monthly payments after the first Change Date following a partial Prepayment. However, any reduction due to a partial Prepayment may be offset by an interest rate increase.

The Note Holder's failure to collect a Prepayment charge at the time a Prepayment is received shall not be deemed a waiver of such charge. Any Prepayment charge not collected at the time the Prepayment is received shall be due and payable on demand.

B. INVALIDITY

If a law, which applies to this loan and which sets a maximum Prepayment charge or prohibits Prepayment charges, is finally interpreted so that the Prepayment charge to be collected in connection with this loan exceeds the permitted limits, then (i) any such Prepayment charge shall be reduced by the amount necessary to reduce the charge to the permitted limit, or (ii) if the Prepayment charge is prohibited, no Prepayment charge will be assessed or collected.

C. CONTROLLING PROVISIONS

To the extent that the provisions of this Rider are inconsistent with the provisions of the Security Instrument and/or the Note, the provisions of this Rider shall prevail over and shall supersede any such inconsistent provisions of the Security Instrument and/or the Note. All other provisions of the Security Instrument and/or the Note shall be unchanged and remain in full force and effect.

JPREPAYR (1005)

Page 2 of 3

Initials:

BY SIGNING BELOW, Borrower accepts and agrees to the terms and provisions contained in this Prepayment Rider.

NANCY JOHNSON

(Seal)
-Borrower

SCOTT JOHNSON

(Seal)
-Borrower

(Seal)
-Borrower

(Seal)
-Borrower

(Seal)
-Borrower

(Seal)
-Borrower

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-Borrower

(Seal)
-Borrower

JPREPAYR (1005)

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Return To:

SIERRA PACIFIC MORTGAGE COMPANY, INC.

50 IRON POINT CIRCLE, SUITE 200
FOLSOM, CA 95630



SIERRA PACIFIC MTG CO INC
50 IRON POINT CIRCLE 200

FOLSOM CA 95630

Submitter: COMMONWEALTH LAND (FKA GUARDIAN) -ZCOMM-

SUZANNE HENDERSON
TARRANT COUNTY CLERK
TARRANT COUNTY COURTHOUSE
100 WEST WEATHERFORD
FORT WORTH, TX 76196-0401

DO NOT DESTROY

WARNING - THIS IS PART OF THE OFFICIAL RECORD.

Filed For Registration: 08/19/2006 12:26 PM
Instrument #: D206151786

DT 28 PGS \$120.00

By:



D206151786

ANY PROVISION WHICH RESTRICTS THE SALE, RENTAL OR USE
OF THE DESCRIBED REAL PROPERTY BECAUSE OF COLOR OR
RACE IS INVALID AND UNENFORCEABLE UNDER FEDERAL LAW.



SIERRA PACIFIC MORTGAGE
50 IRON POINT CIR #100

FOLSOM CA 95630

Submitter: SIERRA PACIFIC MORTGAGE

SUZANNE HENDERSON
TARRANT COUNTY CLERK
TARRANT COUNTY COURTHOUSE
100 WEST WEATHERFORD
FORT WORTH, TX 76196-0401

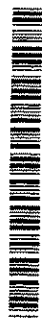
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Filed For Registration: 08/17/2006 04:28 PM
Instrument #: D206256013

DT 31 PGS \$132.00

By:



D206256013

ANY PROVISION WHICH RESTRICTS THE SALE, RENTAL OR USE
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RACE IS INVALID AND UNENFORCEABLE UNDER FEDERAL LAW.



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1 record matched your search:

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Investor: Deutsche Bank National Trust Company Americas as Trustee	Phone: (714) 247-6000	
Santa Ana, CA		

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